



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

Yvonne Brathwaite Burke
Second District

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Michael D. Antonovich
Fifth District

April 7, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**STANDARD AGREEMENT WITH THE STATE EMERGENCY
MEDICAL SERVICES AUTHORITY TO PROVIDE DISASTER
MEDICAL ASSISTANCE TEAM (DMAT) FUNDING**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Standard Agreement No. EMS-4051, retroactive to July 1, 2004 through June 30, 2005, with the State Emergency Medical Services Authority (EMSA), attached as Exhibit I, to accept grant funds in the amount of \$23,000 for the continued lease of the disaster staging facility and \$1,000 to allow for travel expenses which will enable the CA-9 DMAT commander and/or deputy commander to attend quarterly Commander meetings, for a total amount of \$24,000.
2. Delegate authority to the Director of Health Services, or his designee, to sign amendments to the Fiscal Year 2004-05 Agreement upon review and approval by County Counsel, to accept additional DMAT grant funds on substantially similar terms, and to report any such amendments to your Board.
3. Authorize and delegate authority to the Director of Health Services, or his designee, to execute all other documents necessary to finalize the Standard Agreement No. EMS-4051 and any substantially similar amendments thereto, upon review and approval by County Counsel.

4. Delegate authority to the Director of Health Services, or his designee, to sign the Fiscal Year 2005-06 Standard Agreement with the State EMSA, with substantially similar terms to the preceding Fiscal Year 2004-05 Agreement, following County Counsel review and approval, to accept DMAT grant funds and to sign any amendments to the Agreement with the State EMSA for Fiscal Year 2005-06 with substantially similar terms and conditions to accept additional funds, upon review and approval by County Counsel, and notification of your Board.
5. Authorize and delegate authority to the Director of Health Services, or his designee, to execute all other documents necessary to execute Fiscal Year 2005-06 Standard Agreement and any amendments thereto, upon review and approval by County Counsel.
6. Authorize the Department of Health Services to utilize current grant funds and existing DMAT trust funds for the purchase of liquid and nutritional replenishment for DMAT members during exercise drills and other training activities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the above recommended actions will enable the Department of Health Services EMS Agency to continue its disaster staging operations and continue funding to enable the CA-9 Commander and/or Deputy Commander to attend quarterly commander meetings for Fiscal Years (FY) 2004-05 and 2005-06.

Approval of these actions will also increase the safety and security of all residents in Los Angeles County through development and implementation of well-coordinated, comprehensive response and recovery plans related to terrorist activities.

FISCAL IMPACT/FINANCING:

The State EMSA is providing \$23,000 for the continued lease of the disaster staging facility and \$1,000 to provide travel expenses for the CA-9 DMAT Commander and/or Deputy Commander to attend quarterly Commander meetings, for a total amount of \$24,000.

The County shall provide in-kind services in the amount of \$42,000 to include day-to-day team management, instructor expertise and immunizations for team members.

Funding for DMAT is included in DHS' Final Budget for FY 2004-05.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On September 6, 1994, the Board approved an Agreement with the State EMSA to provide \$15,000 in funding to assist in the formation of a DMAT.

On January 5, 1995, the Board approved Agreements with the State EMSA and with the U.S. Department of Health and Human Services, Public Health Service (DHHS PHS) to implement a DMAT in Los Angeles County, now referred to as CA-9. The official sponsor of CA-9 is the Board of Supervisors. DHHS PHS has provided extensive equipment and training to CA-9.

Since its inception in 1995, CA-9 and its National Medical Response Team (NMRT) component have been pre-deployed to events such as the Olympic Games in Atlanta, the World Trade Conference in Seattle, the Nike Games in Portland, the Summit of Eight in Denver, the Alaska Airlines crash in Ventura, the Democratic National Convention in Los Angeles, the Winter Olympics in Salt Lake City and deployed at Ground Zero, World Trade Center, New York City. Most recently, CA-9 members were deployed to Hurricane Ivan that devastated the panhandle of Florida.

Since 2000, the State EMSA has provided annual funding to DMAT CA-9 to ensure ongoing team activities.

The term of the State Agreement is retroactive to July 1, 2004 through June 30, 2005.

Existing County policy and procedures require the timely submission of Agreements for Board approval. However, this request for approval of this Agreement was not scheduled for placement on the Board agenda prior to its effective date, because the standard Agreement was not received from the State EMSA until November 15, 2004.

Attachment A provides additional information.

CONTRACTING PROCESS:

The recommended Standard Agreement is between the State EMSA and the County. This contracting opportunity was offered to the County and is critical to the ongoing capability, maintenance and warehousing of the DMAT CA-9.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

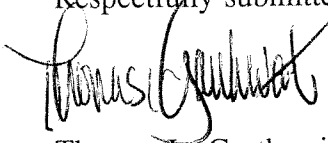
Funding from this award will enhance CA-9's ability to provide health care following a disaster by providing adequate warehousing space for equipment and vehicle storage, and

The Honorable Board of Supervisors
April 7, 2005
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personnel staging, and enable the CA-9 DMAT Commander and Deputy Commander to travel to in-State quarterly DMAT Commander meetings that foster improved efficiency of DMAT operations.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite", written over a horizontal line.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:amb

Attachments (1)

c: Chief Administrative Officer
County Counsel

BLETC3846.amb
03/02/05

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

The standard Agreement with the State Emergency Medical Services Authority (EMSA) provides continued support for the disaster staging facility lease and funding for the CA-9 commander and/or deputy commander to attend quarterly commander meetings covering travel expenses.

2. AGENCY ADDRESS AND CONTACT PERSON:

State Emergency Medical Services Authority
 1930 9th Street
 Sacramento, California 95814-7043
 Attention: Carol MacRae, Contracts Manager
 Telephone: (916) 322-4338

3. TERM:

The term of this standard Agreement No. EMS 4051, with the State EMSA, will commence retroactively on July 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:Project Cost:

<u>State EMSA Funds</u>	<u>County-In-Kind Match</u>	<u>Project Cost</u>
\$24,000	\$42,000	\$66,000

5. APPROVALS:

Emergency Medical Services:	Carol Meyer, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Edward A. Morrissey, Deputy County Counsel

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

STD. 2 (REV.5-91)

CONTRACT NUMBER	AM. NO.	REGISTRATION NUMBER
EMS-4051		4120110454524
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NUMBER		

THIS AGREEMENT, made and entered into this 1st day of July, 2004,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Interim Director	Emergency Medical Services Authority
, hereafter called the State, and	
CONTRACTOR'S NAME	
County of Los Angeles	
, hereafter called the Contractor.	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. **STATEMENT OF WORK.** The Contractor will complete the objectives identified in Attachment A.
2. **TERMS OF AGREEMENT.** The period of this Agreement will be from July 1, 2004 through June 30, 2005.
3. **CONTRACT AMOUNT.** The total amount payable by the State to the Contractor will not exceed \$24,000.00.
4. **BUDGET.** The attachment entitled "Budget" (Attachment B), is made a part of this Agreement by this reference.

CONTINUED ON 21 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)			
Emergency Medical Services Authority		County of Los Angeles			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING		PRINTED NAME OF PERSON SIGNING			
Richard E. Watson		Carol Meyer, Director, EMS			
TITLE		ADDRESS			
Interim Director		5555 Ferguson Drive, Suite 220 Commerce, CA 90022			
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		Department of General Services Use Only	
\$ 24,000.00	10	General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)				
\$ -0-	Grants to Local Agencies				
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$ 24,000.00	4120-101-0001	208	2004	04/05	
	OBJECT OF EXPENDITURE (CODE AND TITLE)				
	0010-751-40020				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐ OTHER

5. The **CONTRACT MANAGER** for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Contract Advance Payments, Reports, etc. may be directed to her attention.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
7. **INDEPENDENT CONTRACTOR.** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **BUDGET REVISIONS.** The Contractor may make minor adjustments in the budget without prior authorization, however, the amount of total adjustments cannot exceed \$2,000 for the period of the contract and the total budget authorized cannot be exceeded.

If the Contractor wishes to make a budget revision which exceeds \$2,000, the Contractor must submit a written request with an explanation of the need and a revised budget summary and a budget detail/narrative which specifically identifies the line item(s) to be reduced in order to increase the excess line item(s). The State must approve such revisions in writing prior to their implementation. In no event will the budget total authorized as specified in this Agreement be exceeded.

9. **REIMBURSEMENT.** In consideration of duties performed in a manner acceptable to the State, the State will reimburse the Contractor, upon submission of an invoice, in the format required by the EMS Authority. Such requests will be for actual expenditures in accordance with the budget (as shown in Attachment B) to:

State EMS Authority
1930 9th Street
Sacramento, CA 95814
Attention: Carol MacRae

Final Invoices must be submitted **no later** than **sixty (60) days** after the end date of the contract.

10. **ADVANCE PAYMENT.** The State may pay up to twenty-five percent (25%) of this contract in advance, upon request of the Contractor. Any contractor that requests the advance will be required to certify that the contractor does not have the funds to proceed with the contract without the advance. Any contractor receiving an advance will be required to submit claims on a quarterly or monthly basis and be required to list all items for which the 25% advance is expended.
11. **AVAILABILITY of FUNDS.** This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the State Fiscal Year 2004/05 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

12. **CONTRACT AMENDMENTS.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**
13. **CERTIFICATION CLAUSES.** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
14. **NON-DISCRIMINATION CLAUSE.** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990

(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in **all subcontracts** to perform work under the Agreement.

15. **RECYCLING CERTIFICATION.** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
16. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **APPROVAL.** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
18. **TRAVEL.** For any travel outside the State of California for which the Contractor seeks reimbursement under this Agreement, the Contractor must submit a written justification to the EMS Authority at least 30 days prior to the date that the travel will commence and obtain prior approval. Such travel shall be reimbursed at rates set in accordance with **State Department of Personnel Administration.**
19. **EQUIPMENT.** All Equipment purchased with funds received through this contract will become the property of the State of California. The Contractor will maintain an inventory record for each piece of non expendable equipment purchased with funds through this contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.
20. **DISPUTES.** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both

parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

21. **EMSA 114.** The Contractor agrees to abide by all policies and procedures as stated in the document titled, *"EMSA Policy for Funding Disaster Medical Assistance Teams (DMAT) With State General Funds"* dated June 2001.
22. **COPYRIGHT.** The Contractor or subcontractors shall not be authorized to copyright any documents related to this Agreement without written approval of the Director of the EMS Authority.
23. **PUBLICATION RIGHTS.** Publication rights to any documents produced as a result of this Agreement are reserved to the EMS Authority.
24. **JOINT PROPERTY RIGHTS.** All materials and information collected or prepared under this agreement shall become the joint property of the EMS Authority and the Contractor. The EMS Authority shall have access to information collected as a result of this Agreement.
25. **TIMELINESS.** Time is of the essence in this Agreement.
26. **TERMINATION FOR CAUSE.** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. This Agreement may be canceled at any time by either party, by giving thirty (30) days written notice to the other party.
27. **ASSIGNMENT.** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a written amendment.
28. **PUBLIC MEETINGS REQUIREMENTS.** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

29. **REPORTS.** Quarterly Progress Reports, Expenditure Claims and a Final Report must all be submitted on a timely basis.

- a. **QUARTERLY PROGRESS REPORTS:** The contractor agrees to submit three quarterly progress reports to the State within fifteen (15) days following the end of the first three quarters of the State fiscal year. Failure to submit Quarterly Progress Reports on time may delay payment of claims for reimbursement. Quarterly progress reports will describe the status of each objective and activity/task listed in the Contract. Status information will include at a minimum the following:

What work was done under each activity/task.

What product was produced for the specific activity/task.

How was the activity/task evaluated? Were there any problems encountered in carrying out the activity/task? If so, what steps were taken to overcome the problem(s)?

What was the completion date or the expected completed date of the activity/task?

How will any delay encountered affect the total project time schedule.

- b. **FINAL REPORT.** A Final Report is due no later than **sixty (60) days** following the termination date of this Agreement. The sixty (60) day grace period for the Final Project Report DOES NOT constitute authorization for reimbursement of costs for work performed after the termination date of the contract. One original and one copy of the Final Report must be submitted to the EMS Authority. It should consist of a narrative which will cover the entire funding period, and will include in it the expenditures report for the year.

The final report should include, but is not limited to the following:

Objectives: Restate the major objectives of the project as specified in the Contract. This will allow analysis of the report as a separate document and will aid the EMS Authority in defining its use.

Methodology: Describe in detail how the objectives were achieved using the funds provided. The description should specifically address how each identified objective was accomplished.

Problems: Describe any problems that were encountered during the funding period. If known, specify alternate methods that would have avoided the problem(s) and increased effectiveness toward achieving objectives.

Further, the Contractor agrees to secure agreement of any subcontractor to submit information to the Contractor necessary to meet the obligations of submitting quarterly reports and a Final report to the State.

30. **UNENFORCEABLE PROVISION.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
31. **TRAINING SEMINARS, MATERIALS.** Any Training Seminars, and materials for such Seminars, must have prior approval by the state EMS Authority.
32. **AUDIT.** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
33. **SUBCONTRACTS.** All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:
 - a. Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
 - b. Specification of the services to be provided.
 - c. Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
 - d. Subcontractor's agreement to submit reports as required by Contractor.

PRIOR APPROVAL of SUBCONTRACTS. All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least forty-five (45) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice thereof is received by Contractor within said 45-day period.

PUBLIC RECORDS. Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows; at all reasonable times at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated. Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items 33 a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

34. **ANTITRUST CLAIMS.** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignments shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

CCC 304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year of 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and

which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be : (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

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ATTACHMENT A

Team Goals, Objectives and Timeline

Goals

- Obtain a designation Level 1 DMAT comprised of County employees and other volunteers who either work or reside in or around Los Angeles County. The composition of the team shall consist of physicians, nurses, paramedics, EMT-Is, clerical, communications, logistical and administrative personnel.
- Provide regular team meetings and training opportunities for DMAT members to maintain their ability to function as a cohesive team.
- Update and maintain team medical response plans, policies, and operating procedures, which provide for the effective mobilization of team resources to cope with a disaster according to FEMA guidelines.
- Participate in joint periodic exercises with EMSA, other California DMATs, or both, to test emergency medical response plans and procedures.
- Obtain and maintain equipment and supplies necessary for responding to a major disaster.
- Activate the DMAT and its resources to respond to a disaster occurring within California or the United States, provided that a sufficient number of team members are available for activation.

Objectives and Timeline

1. Continue lease of the disaster staging facility and organize equipment, vehicles and records by January 31, 2005.

Tasks:

1. Work with FEMA to adapt the organizations paradigm.
 2. Adapt physical plant to best meet the needs
2. By June 30, 2005, continue DMAT recruitment to 10 percent.

Tasks:

1. Place recruitment articles in EMS Agency & County EMS website for DMAT.
2. Participate in local Health Fairs, Paramedic and Residence Programs featuring the DMAT.

Should be page

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3. Develop a power point presentation to be used in conjunction with the DMAT Display Showcase.
4. Duplicate DMAT recruitment video to give to prospective applicants needing additional information.
3. By June 30, 2005, participate in at least one DMAT exercise.

Tasks:

1. Participate in Statewide DMAT exercise.
2. Participate in at least one local exercise.

Needs Assessment Report

1. Continue lease and preparation of the disaster staging facility.

Status: CA-9 finalized the lease of a disaster staging facility and took occupancy in June 2004. The new facility is capable of housing the disaster equipment, vehicles and records for the level of response and coordination that is necessary in the event of a DMAT deployment. Preparation efforts and reconfiguration include:

- Supplies & Vehicles have been relocated to the new facility in temporary array. Current efforts are focused on manipulating the asset collection for maximum efficiency when used for deployments or inventories.
- Pallet unit segments need to be sorted and recombined to create accessible floor space to meet the needs of safe vehicular ingress and egress.
- Additional vertical storage for pallets is being sought and installed.
- Reconfiguration of space suitable for pharmaceutical caches.
- Space has been allocated for team members to use (i.e., break room, bathrooms, showers).

Funding for the lease and reconfiguration of the Disaster Staging Facility will come from various sources, however funding from the State EMSA is also needed.

2. By June 30, 2005, continue DMAT recruitment to increase active membership by ten percent.

Status: In our ongoing efforts to strengthen the readiness posture of CA-9, applications of all personnel identified on the main roster were re-evaluated. Members who had not submitted updated information on licensing, certification etc. were terminated. This decreased the number of active members to 110. On-going recruitment activities continue in placing news and recruitment articles about the

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DMAT in the EMS Agency *DMATTERS* newsletter and an informational link has been placed on the Los Angeles county web site. A Power Point presentation is being developed to enhance DMAT awareness and recruitment activities when presenting at Nursing Schools, Paramedic Training Programs, Residence Programs, Health Fairs, etc.

3. By June 30, 2004, participate in at least one DMAT exercise.

Status: The State exercise, Back to Basics is scheduled for January 2005.

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ATTACHMENT B

Budget Summary

Budget Category	State General Fund	Other Funds	Total
Space (Lease of Disaster Staging Facility)	\$ 23,000.00		\$ 23,000.00
In-State Travel	\$1000.00		\$1,000.00
Total Costs	\$24,000.00		\$24,000.00

Budget Detail/Narrative

Space (lease): \$23,000.00

Continue the lease of the disaster staging facility in Santa Fe Springs, which is capable of housing the disaster equipment, vehicles, pharmaceutical caches and records. This facility has various funding sources to offset the entire cost. The cost of the lease is \$347,827.00 per year. 45,290 sq. ft. @ \$7.68 sq. ft. = \$347,827.00

Travel (In-state): \$1,000.00

To enable the CA-9 DMAT commander and deputy commander to attend quarterly Commander meetings comprised of the decision making staff of each DMAT. These meetings are held to discuss in real time topics related to team financing, readiness, recruitment and drills. The meetings are held on a rotational geographical schedule that allows a physical review of each team headquarters to gain ideas to improve efficiency. **All travel will be in accordance with DPA rates. (See next page)**

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**Short-Term Travel Reimbursement for
All Excluded and Represented Employees**

This document is an overview of the Travel Reimbursement Program for exempt, excluded, and represented State employees who incur expenses for travel and/or transportation to conduct State business. The information is current as of March 17, 2003. It's based on DPA Travel Rules, policy memos, and current bargaining unit agreements.

Always verify reimbursement information by checking the appropriate Memorandum of Understanding and/or the DPA Travel Rules.

Method of Travel

Each State agency is responsible for determining the necessity for and method of travel. Once it is determined that travel is necessary, reimbursement is governed by the terms of the current Memorandum of Understanding and/or the applicable Government Code sections and DPA Rules.

Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State, considering both direct expense and the employee's time. If an employee chooses and is authorized to use a method of transportation that is (1) not the least costly, (2) not the typical method of getting from one location to the other, or (3) not "in the best interest of the State," a cost comparison will be prepared and the employee shall be reimbursed only the amount that would have been reimbursed had the employee traveled using the least costly method.

Meals and Incidentals (In-State/Out-of-State Travel)

The following reimbursement rates are maximums, not allowances. Employees may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, employee may claim the following:

Breakfast	actual expense up to \$6
Lunch	actual expense up to \$10
Dinner	actual expense up to \$18
Incidentals	actual expense up to \$6

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Trips of 24 Hours or More

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

First day of travel	
Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed
Continuing after 24 hours	
Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

Trips of Less than 24 Hours

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Fractional day of travel	
Trip begins at or before 6 am and ends at or after 9 am	breakfast may be claimed
Trip begins at or before 4 pm and ends at or after 7 pm	dinner may be claimed

Employees may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.

Employees may *not* claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

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Lodging Reimbursement

Short-Term Travel

Employees who incur overnight lodging expenses at a *commercial lodging establishment* catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. *must provide a receipt* to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	actual expense up to \$84 per night, plus tax
Los Angeles and San Diego counties	actual expense up to \$110 per night, plus tax
Alameda, San Francisco, Santa Clara, and San Mateo Counties	actual expense up to \$140 per night, plus tax

State-Sponsored Conference, etc.

Employees attending a State-sponsored conference will be reimbursed for *receipted* lodging up to \$110 per night, plus tax, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Non-State-Sponsored Conference, etc.

Employees attending a non-State-sponsored conference will be reimbursed for *receipted* lodging when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Out-of-State Travel (to any of the 49 other states)

Any limitations on lodging are placed by the appointing authority when approving travel. Lodging and meals may otherwise be claimed as follows (applies to all State employees):

With a lodging receipt	actual cost of lodging; actual meals and incidentals, based on appropriate timeframes
Without a lodging receipt	no lodging reimbursement; actual meals and incidentals, based on appropriate timeframes

Personal Vehicle Mileage Reimbursement

The following rates apply only to approved personal vehicle mileage for State business travel incurred on or after the effective dates noted on page 1. Claims submitted after the effective date for mileage incurred prior to the effective date will be reimbursed at the rate previously in effect for the employee.

Employees must have advance approval to drive a personal vehicle on State business. Mileage reimbursement rates are as follows:

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Vehicle type	Mileage reimbursement rate
Personal vehicle	34 cents per mile
Specialized vehicle w/ certification	up to 37 cents per mile*
Private aircraft	50 cents per mile**
Bicycle	4 cents per mile**

* A "specialized vehicle" is a vehicle that has been specially equipped for a disabled employee and is the only vehicle the employee is physically able to drive. Amount in excess of the base rate of 34 cents per mile is subject to withholding.

** all taxable

An employee may claim mileage to/from a common carrier, as long as no parking expense is incurred at the terminal. Reimbursement is calculated using the appropriate rate above, multiplied by twice the distance to the terminal. If withholding applies to the employee's mileage reimbursement above, it will apply to this reimbursement.

Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle.

Contractors

Contractors with questions regarding travel reimbursements must contact the agency with which they contract.